

PROCUREMENT OFFICE

Division of Finance
Community, Municipal Services, Education
Hampton, Virginia

PROJECT NO. 12-47/A

**ORNAMENTAL METAL
FENCE INSTALLATION
& REPAIR**

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**PREPARATION/SUBMITTAL/RECEIPT OF RESPONSES
INSTRUCTIONS TO VENDORS**

I. PREPARATION

1.1 - If response forms are attached, they shall be used. Responses not so submitted on said forms or not fully completed with all information may be declared nonresponsive. All documents shall be signed in ink. Any corrections to entries made on forms shall be made in ink and initialed by the person signing the response. Bids containing any conditions, omissions, unexplained alterations or items not called for in the proposal, or irregularities of any kind, may be rejected by the as being incomplete or nonresponsive.

1.2 - General questions, requests for explanations, or interpretations of documents shall be made as directed. No oral explanation in regard to the meaning of drawings and specifications will be made and no oral instructions will be given before the award of the contract.

1.3 - During preparation and prior to opening, each vendor shall not divulge, discuss or compare his response with others, and shall not collude with any other party to a response. A signed response shall be taken as an indication that the vendor fully understands the Commonwealth of Virginia's Conflict of Interest Act and the Commonwealth of Virginia's Ethics in Public Procurement Act and that his actions in no way violate any of the provisions therein.

1.4 - Unless this solicitation contains a clear statement that only one certain brand, make or manufacturer is acceptable and a clear reason is stated why such is so, the name of a certain brand, make or manufacturer does not restrict vendors to that named. Such only conveys the general style, type, character, and quality of that desired. During evaluation of responses, it shall be the sole discretion of the soliciting organization to determine what is equal, considering quality, workmanship, economy of operation, and suitability for the purpose intended.

1.5 - Prices shall be all inclusive for the scope of the solicitation. Where applicable, the following shall apply. All shipments shall be F.O.B. destination, freight included. Delivery shall be inside as directed at the address indicated. Required delivery times and terms of payment shall be clearly stated.

II. SUBMISSION

2.1 - Every bidder organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership must be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law. If awarded the Contract, the bidder shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be

revoked or cancelled at any time during the term of the Contract. Doing so shall be deemed a violation of Section 2.2-4311.2 and the bidder understands and agrees that the may void the contract if the bidder fails to comply with this provision.

2.2 – Bid withdrawals or modifications to responses already submitted will be allowed if such notice is given in writing and received at the designated location from bidders prior to the stated deadline. Such modifications shall not reveal to the total amount of either the original or modified submittal.

2.3 - Responses may be withdrawn at any time prior to their being opened.

2.4 - No liability shall accrue to the soliciting organization from the acceptance of any response. Financial obligations on behalf of the soliciting organization shall occur only through the award of a contract and/or purchase order in accordance with applicable law.

III. RECEIPT OF BIDS

3.1- Bids will be received on or before the date and the hour and at the place stipulated in the Invitation to Bid and may be modified by subsequent Addenda. Consolidated Procurement Division operating hours are M-F 8:00 AM until 4:30 PM.

3.2 – It is the responsibility of the bidder to assure that his bid and any bid modifications are delivered to the place designated for receipt of bids by the date and hour (deadline) set for receipt of bids. Therefore, it is the bidder's responsibility to take into account all factors which may impact on its bid deliverer/courier's ability to deliver the bid and to implement whatever actions are necessary to have the bid delivered to the proper bid receipt location prior to the bid receipt deadline. No bids or modifications submitted or offered after the date and hour designated for receipt of bids will be accepted or considered.

3.3 – The Procurement Officer is the City's representative designated to receive bids at the time and place noted in the ITB and to open the bids received at the appointed time.

3.4 – The official time used for the receipt of responses is determined by reference to the clock designated by the Procurement Officer. The Procurement Officer shall determine when the Bid Receipt Deadline has arrived and shall announce that the Deadline has arrived and that no further bids or bid modifications will be accepted. All bids and bid modifications in the possession of the Procurement Officer and his assistants at the time the announcement is completed are deemed to be timely, whether or not the bid envelope has been physically date/time stamped or otherwise marked by the time the Procurement Officer makes the deadline announcement.

ITB Issue date: Tuesday, April 17, 2012

Invitation to Bid No. 12-47/A

Procurement Officer: Octavia Andrew
Email: oandrew@hampton.gov
Ph: 757.727.2201/Fax: 757.727.2207

The Director of Finance or his designated representative, on behalf of the City of Hampton, will accept SEALED written responses in the office of the Consolidated Procurement Division located at 1 Franklin Street, Suite 345, Hampton, Virginia, 23669-3570 until 3:00 p.m. sharp local time on Tuesday, May 1, 2012 at which time they will be publicly opened and read aloud for the following:

Ornamental Metal Fence Installation & Repair

A pre-bid conference will not be held.

FAX OR EMAIL responses shall not be accepted.

Submittal requires 2 copies, original plus one copy of all documents to be returned with bid.

Any previous submittals, offers, price given, either orally or written, can not be accepted as a response to this formal solicitation. To insure fair and equal consideration of your response, if you wish to compete, please reply to this request.

NOTE: All questions regarding this solicitation shall be in writing using the enclosed question form and must be in the Procurement Office by no later than 4:00 p.m. on Monday, April 23, 2012. Copies of all questions and their answers will be distributed to those on the distribution list for this solicitation. Questions may be faxed to (757) 727-2207; however, it shall be the responsibility of the sender to verify receipt of all transmissions. The City of Hampton shall not be responsible for missed transmissions.

Final addendum and answers to questions will be available from the Procurement Office on Wednesday, April 25, 2012 between 9:00 a.m. and 4:00 p.m. **Call prior to coming for availability. It shall be the responsibility of prospective bidders/offerors to verify, prior to turning in a response, if an addendum was issued. Bidders should check www.hampton.gov/bids-contracts for any addenda issued no later than 12 hours prior to bid receipt deadline.**

All forms relating to this solicitation are posted on www.hampton.gov/bids-contracts or may be obtained from the Procurement Office, 1 Franklin Street, Hampton, Virginia.

One set of all related solicitation forms may be picked up at the Procurement Office with no charge. Additional sets will be sold at \$5.00 per set. Requests for mailing of these forms shall be honored only upon receipt of a non-refundable payment of \$5.00 per set or an on call pick-up authorization and account number for a parcel delivery service. All checks shall be made payable to the **City of Hampton**.

However, all firms or persons obtaining solicitation packages are asked to comply with the following: All those submitting a response shall return all un-purchased solicitation packages with response. All non-responders shall return same within five (5) days of submittal date.

A bid bond or cashier's check, payable to the **City of Hampton** equal to five percent (5%) of the total price shall accompany any response that is \$100,000.00 or more.

A performance bond and payment bond, each equal to one hundred percent (100%) of the Contract price shall be required from the successful Contractor before any agreement is approved and issued if the Contract price is \$100,000.00 or more.

While cost is important it will not be the only consideration in the contractor selection process. Equally important will be the Contractors past experience and past performance with similar projects, ability to focus attention on this project and the necessary relationships with suppliers to maintain a tight construction schedule. Evaluation shall be in accordance with the Commonwealth of Virginia Public Procurement Act and the Code of the of Hampton, Virginia.

Public announcement of the decision to award this Contract shall be issued in written form distributed to all responsive participants via email or facsimile transmission, using the offeror's number or email address provided on the formal response form. Public records shall be available for inspection from the date of the public announcement.

To submit an offer on the project contractors must comply with the Code of Virginia Title 54. Provide your registration number in the designated location on the bid document **and provide a copy of Contractor's license with the bid response.**

It is the policy of the City of Hampton to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in the cities procurement activities.

Toward that end the City of Hampton encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, sub-contracts, and other contractual opportunities.

In accordance with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, P.L. 104-193 it is the policy of the City of Hampton not to discriminate against faith-based organizations.

During the performance of this Contract, the Contractor agrees as follows: (i) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this nondiscrimination clause. (ii) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such Contractor is an equal opportunity employer. (iii) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the

purpose of meeting the requirements of this section. (iv) The Contractor will include the provisions of i, ii, and iii in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the forgoing clauses in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

During the performance of this Contract, the Contractor agrees to provide services to the in accordance with the highest standards in the construction industry.

The City of Hampton cannot legally agree to any clause indemnifying the Contractor from any damages arising out of the Contract or holding the Contractor harmless. The submission of a bid or a proposal constitutes an agreement by the Contractor not to request such language in the resulting Contract.

By signing and submitting a bid or offer under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverage's at the time the Contract is awarded. Certification must be completed by the awarded contractor within 10-days from the date of award. If any subcontractors are involved, the subcontractor will have workers compensation insurance in accordance with 2.2-4332 and 65.2-800 et seq. of the Code of Virginia.

The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverage's during the entire term of the Contract and that all insurance coverage's will be provided by insurance companies authorized to sell insurance in The Commonwealth of Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGE AND LIMITS REQUIRED

Contractor agrees to secure and maintain in full force and effect at all times during the term of this Contract, the following policies of insurance:

1. Workers' Compensation Insurance as required under Va. Code Title 65.2.
2. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL). Such insurance shall name the of Hampton as an additional insured by policy endorsement.
3. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).

4. Umbrella/Excess Liability Insurance at limits not less than two million dollars (\$2,000,000).

Contractor shall submit to the City contract administrator certificates of insurance with applicable endorsements to the policy attached, prior to beginning Work under this Contract and no later than ten (10) days after award of the Contract.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the City, and shall carry the provision that the insurance will not be cancelled or materially modified without thirty (30) days prior written notice to the City.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE CITY SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE CITY SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

The certificates of insurance shall list the City of Hampton, 22 Lincoln Street, Hampton, Virginia 23669, as the additional insured for the specified project as outlined in this ITB. The endorsement to the policy would be that which is attached to the Contractor's liability policy that acknowledges the City as an additional insured on all policies the City is made an additional insured. This shall be either a direct endorsement that actually names the City or a blanket endorsement within the insurance policy that states that under a contractual agreement the City will be named as an also insured on the required insurance policy.

Insurance shall be maintained during the entire term of the Contract and any extensions and shall be of the following forms and limit:

FORMS	LIMIT
WORKERS' COMPENSATION	STATUTORY
AUTOMOBILE LIABILITY	\$1,000,000 COMBINED SINGLE LIMIT
COMMERCIAL GENERAL LIABILITY	\$1,000,000 COMBINED SINGLE LIMIT
INCLUDING CONTRACT ACTUAL OPERATIONS COVERAGE	
UMBRELLA/EXCESS LIABILITY	\$2,000,000

The establishment of minimum limits of insurance by the City does not reduce or limit the liability or responsibilities of the contractor.

Should any of the above described policies be cancelled before the expiration date thereof, notice shall be delivered in accordance with the policy provisions". The City further requires thirty (30) days notice of cancellation must be noted in the policy or in additional insured and alternate employer endorsements. Failure to obtain such notice provisions will void any awards or contracts to the bidder.

Examination of Contract Documents and Project Site:

It is the responsibility of each Bidder before submitting a Bid:

- a. To examine thoroughly the Bid Documents;
- b. To visit the site to become familiar with and satisfy the Bidder as to the general, local and site conditions that may affect cost, progress, performance, or furnishing of the Work;

- c. To study and carefully correlate the Bidder's knowledge and observations with the Bid Documents and such other related data, and,
- d. To promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which the Bidder has discovered in or between the Bid Documents and such other related documents or field/site conditions.

A withdrawal of bid due to error shall be in accordance with Section 2.2-4330 A (i) of the Code of Virginia.

The Contractor's Questionnaire is included in the Bid Documents and shall be submitted upon request within 72 hours. This information will assist the City in investigations and determination of Contractor's qualifications to perform the Work.

Bidder Qualification:

To demonstrate their qualifications to perform the Work, each Bidder shall be prepared to submit further written satisfactory evidence that the Bidder has sufficient experience, necessary capital, materials, machinery and skilled workers to complete the Work. If financial statements are required they shall be of such date as the City shall determine and shall be prepared on forms acceptable to the City. The City may make any such investigations as deemed necessary to determine the ability of the Bidder to perform the Work. The City's decision or judgment on these matters shall be final, conclusive and binding.

Subcontractor Qualification:

The apparent low Bidder shall, within seven (7) consecutive calendar days after the day of the Bid opening, submit to the City a list of all Subcontractors who will be performing work on the Project. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of experience and qualifications of each such Subcontractor, person and organization. If the City, after due investigation, has reasonable objection to any proposed Subcontractor, other person and organization, the City may, before giving the Notice of Award, request the apparent low Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent low Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder. For any Subcontractors, other persons, or organization so listed and to whom City does not make written objection prior to giving the Notice of Award, it will be deemed the City has no objection.

Debarment:

By submitting their Bid, Bidders certify that they are not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, city, or county, from submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

The City of Hampton reserve(s) the right to negotiate with the lowest responsible vendor in the event that price exceeds available funds. Such negotiation shall be in compliance with Sec. 2-337(e) Code of Hampton, Virginia.

The City of Hampton reserve(s) the right to reject any and all responses, to make awards in whole or in part, and to waive any informalities in submittals.

PROCUREMENT OFFICE
Division of Finance
Community, Municipal Services/Education
Hampton, Virginia

The City of Hampton does not discriminate against faith-based organizations.

CONTRACT

City of Hampton

THIS AGREEMENT, (“CONTRACT”) made in triplicate on _____ of, 2012
by and between

City of Hampton Virginia

22 Lincoln Street

Hampton, Virginia 23669-3570

hereinafter sometimes called the CITY, and _____

hereinafter called the CONTRACTOR.

WITNESSETH, that the Contractor and the CITY, for the considerations hereinafter named, agree as follows:

ARTICLE I Scope of the Work

Contractor shall perform services as specified in _____ a certain proposal of Contractor dated _____ which is attached hereto and made a part of this Contract by reference, as if repeated verbatim herein. In the event that a conflict exist between the referenced proposal of Contractor dated _____, and the terms of this Contract, the terms of this Contract shall govern and supersede any such conflicting terms of the proposal. The Contractor further agrees he will furnish all labor, equipment and material necessary to perform all Work in accordance with the requirements and provisions of the Contract as defined in the General Conditions. Notwithstanding the foregoing language, it is understood and agreed between the parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this Contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Contract, the

City shall immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which (an) appropriation (s) (was) were received without penalty of expense to the City of any kind whatsoever.

ARTICLE II Time of Completion

(a) The Work to be performed under this Contract shall be commenced within ten (10) calendar days after receipt of Written Notice to Proceed. The Work shall be completed within _____calendar days after receipt of Notice to Proceed.

(b) Failure to complete the Work, within the number of calendar days stated in this Article, including extension(s) granted thereto, shall result in LIQUIDATED DAMAGES as set forth below.

(c) The parties agree that time is of the essence and the City will be substantially damaged in amounts that will be difficult or impossible to determine if substantial completion of the Project is not achieved within _____calendar days. Therefore the parties have agreed on sums which the parties agree are reasonable as liquidated damages for such occurrences. It is further understood and agreed that the payment of the liquidated damage is in lieu of actual damages for such occurrences. The Contractor hereby waives any defense as to the validity of any liquidated damages stated in this Contract as it may appear on the grounds that such liquidated damages are void as penalties or are not reasonably related to actual damages. The Contractor shall be liable for \$_____per day for every calendar day after expiration of the Contract Time that the Project is not substantially completed.

ARTICLE III Consideration/Provision of SSN or FIN

- (a) In consideration of the work to be performed by Contractor, as set forth under Article I entitled Scope of Work, the City agrees to pay Contractor the total sum of \$
- (b) To obtain payment for work performed under this Contract, if the Contractor is an individual, the individual Contractor shall provide social security number. If the Contractor is a proprietorship, partnership, or corporation, the Contractor shall provide its federal employer identification number.

ARTICLE IV Change in Scope of Work

It is understood that during the course of construction, changes in scope of the Work may be necessary as covered in the General Conditions.

A. Changes in the scope of the work which affect the Contract Price or Extra Work shall require a formal written change order before work proceeds. Changes affecting cost and/or extra work shall be performed at mutually agreed-upon unit prices, or on a lump sum basis. The Contractor shall be prepared to justify any price for Extra Work by providing detailed breakdown and supporting documents when requested by the City.

1. If sub-contractor does the actual Work, the mark-up shall be limited to a maximum of 15%. If the subcontractor does not enter into the Work he shall not be added into the cost. General Contractor mark-up shall be limited to a maximum of 10%.

2. If the General Contractor is solely responsible for the Work the maximum mark-up shall be limited to 10%.

B. Changes in scope of Work affecting contract cost or Extra Work shall be performed only after receipt of a formal written modification to the Contract. Any Work performed prior to receipt of such formal written modification shall be done at the Contractor's risk.

C. The provisions of (a) (b) above shall not limit or restrict the Contractor's responsibility or authority for Emergency Work, as defined in the General Conditions.

D. Should the number of units of completed Work of any individual items of the bid sheets vary by more than twenty-five (25) percent from the estimated number of units, either the City or the Contractor may request a revision of the unit price for the item so affected, and both parties agree that under such conditions an equitable revision of the price shall be made.

ARTICLE V Schedule of Payment

A. On contracts of less than \$10,000.00 or contracts where work is to be completed in less than 45 days, payment shall be made as a lump sum upon completion of all work and acceptance by the City. Such payment shall be subject to retainage as defined in General Conditions, ACCEPTANCE AND FINAL PAYMENT.

B. The following procedure shall be followed for those contracts on which periodic progress payments are made.

1. After the first of each month Contractor may present to the City an invoice covering the total quantity of Work that has been completed from the start of the job up to and including the last day of the preceding month, and the value of the Work so completed as determined in accordance with the schedule of measurement and values established for the Contract. The monthly invoice may also include any allowance for the cost of such materials and equipment required in the permanent work as have been delivered to the site but not as yet incorporated in the Work. However, any such allowance shall not be included on the monthly invoice unless the Contractor has received prior approval from the City.

Receiving payment from the City for material stored on site does not in any manner relieve Contractor of either his responsibility to properly protect the material or his sole liability to replace material damaged or stolen. Payment by the City shall not be evidence that the City either approves material as suitable for the work intended, or that the City accepts any liability for the safe storage and protection of the material or its replacement if damaged or stolen.

The City reserves the right to request additional documentation from Contractor to support any request for payment.

2. The City shall, after determining accuracy of monthly invoice, and after deducting previous payments made, pay to the Contractor ninety-five (95) percent of the amount of the approved invoice. The five (5) percent retained percentage shall be held by the City until the Work is complete.

3. The City shall make payment to the Contractor within forty-five (45) days from the date each invoice is received by the City or its agent responsible for approval of such invoices.

Within twenty (20) days after receipt of the invoice, the City shall notify the Contractor of any defect or impropriety which would prevent payment within the forty-five (45) day limit.

Failure by the City to pay within forty-five (45) days shall allow the Contractor to assess a finance charge not to exceed one percent (1%) per month.

ARTICLE VI Obligation to Subcontractor/Interest Rate

A. Within seven (7) days after receipt of amounts paid to the Contractor by the City, the Contractor shall take one of two steps relating to work performed by the subcontractor.

(1) Pay the subcontractor for the proportionate share of the total payment received from the City attributable to the work performed by the subcontractor under that contract;

or

(2) Notify the agency and the subcontractor, in writing, of intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

Unless the contractor has complied with 1 or 2 above, interest shall accrue to the subcontractor at the rate of one percent (1%) per month.

B. The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the City. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

The Contractor shall require each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

C. Upon written request and authorization to do so, the City may consider making payments directly to subcontractors or suppliers and deduct the amount due the Contractor. Any amount so paid by the City shall be subject to the five percent (5%) retainage. Any such payment shall not relieve the Contractor of any obligations under this Contract nor shall any such payment limit or reduce any recourse of action or rights of the City relative to this Contract.

ARTICLE VII Compliance With All Laws/Foreign and Domestic Businesses-Authority To Transact Business In The Commonwealth

1. Compliance With All Laws:

Contractor shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or hereafter adopted, in the performance of scope work set forth herein. Contractor represents that it possesses all necessary licenses and permits required to conduct its business and will acquire any additional licenses and permits necessary for performance of this Contract prior to the initiation of work.

2. Foreign and Domestic Businesses-Authority to Transact Business in the Commonwealth

Contractor whether organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the

Commonwealth as a domestic or foreign business entity and shall provide proof thereof. Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the term of the Contract. Failure by the Contractor to remain in compliance with the provisions of this section shall be deemed a material breach of this contract.

ARTICLE VIII Nondiscrimination

Employment discrimination by Contractor shall be prohibited.

1. During the performance of this Agreement, Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor, in all solicitations or advertisements for employees placed by or on behalf of Contractor, will state that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a,b, and c in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each subcontractor or vendor.

ARTICLE IX Drug-free Workplace Provisions

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every

subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract

ARTICLE X Formal Correspondence

All formal correspondence from City to Contractor shall be addressed to:

Attn:

All formal correspondence from Contractor to City shall be addressed to:

Attn:

City of Hampton Virginia
c/o Procurement Office

1 Franklin Street Suite 345

Hampton, Virginia 23669-3570

ARTICLE XI Faith Base Non-Discrimination

THE CONTRACTOR ACKNOWLEDGES THAT THE CITY OF HAMPTON DOES NOT DISCRIMINATE AGAINST FAITH BASED ORGANIZATIONS.

ARTICLE XII Non-Assignment Clause

Contractor shall not assign its rights and duties under this Agreement without the prior written consent of the City.

ARTICLE XIII Environmental Consideration

Any costs or expenses associated with environmentally related violations of the law, the creation or maintenance of a nuisance, or releases of hazardous substances, including, but not limited to, the costs of any clean up activities, removals, remediations, responses, damages, fines, administrative or civil penalties or charges imposed on the Contractor, whether because of actions or suits by any governmental or regulatory agency or by any private party, as a result of the storage, accumulation, or release of any hazardous substances, or any noncompliance with or failure to meet any federal, state or local standards, requirements, laws, statutes, regulations or the law of nuisance by Contractor (or by

its agents, officers, employees, subcontractors, consultants, subconsultants, or any other persons, corporations or legal entities employed, utilized, or retained by Contractor) in the performance of this Contract or related activities, shall be paid by Contractor. This paragraph shall survive the termination, cancellation or expiration of this Contract.

ARTICLE XIV SIGNATURE OF PARTIES

As evidence of this agreement to the preceding terms and conditions set forth herein, the parties affix their authorized signatures hereto:

ATTEST:

CITY OF HAMPTON

City Clerk

(Signature)_____
City Manager/Authorized Designee

OFFICE OF CITY ATTORNEY
Approved as to legal form and sufficiency

Date: _____

Sr. Deputy City Attorney
May need to change to Deputy only Jeff will let us know

ATTEST:

COMPANY NAME

Corporate Secretary/Authorized Agent

By: _____
Signature of Corporate Officer

Its: _____
Title

STATE OF
CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____ Officer's Name _____, _____, (title of officer) of

_____, a _____ Corporation, on its behalf. He/She is personally known to me or has produced

_____ as proper identification.

Notary Public

My Commission expires: _____

Registration No. _____

PROCUREMENT OFFICE
Division of Finance
Community, Municipal Services/Education
Hampton, Virginia

GENERAL CONDITIONS

SECTION 1 - DEFINITIONS

(a) The **CONTRACT** shall consist of the Contract, General Conditions, and all documents included in solicitation and all documents submitted in response which, in turn, are made, by inclusion or specific reference, part of the agreement between City and Contractor. This collection of documents shall constitute the whole and complete agreement between the City and the Contractor as the scope of Work, terms and conditions, and cost. The sole method for changing either the scope of Work, terms and conditions, or cost shall be in accordance with **SECTION 2- CONTRACT - LEGAL EXTENT AND CHANGES.**

(b) The City and the Contractor are those named as such in the Contract. They are treated throughout the Contract as if each were of the singular number and masculine gender.

(c) The City Representative shall be that individual named by the City to administer day-to-day activities, and charged with the responsibility to insure compliance with the scope of Work, terms and conditions, and cost in accordance with Contract.

(d) The term "Subcontractor" shall mean anyone, other than the Contractor, who furnishes at the site, under an Agreement with the Contractor, labor, or labor and materials, or labor and equipment.

(e) Work shall mean the furnishing of all labor, materials, equipment, and other incidentals necessary to the successful completion of the Contract and the carrying out of all duties and obligations imposed by the Contract.

(f) Extra Work shall mean such additional labor, materials, equipment, and other incidentals, not shown on the Drawings or called for in the Specifications, but authorized by the City in writing as an addition to that Work called for in the Drawings and Specifications.

(g) The Written Notice to Proceed is a separate document issued by the City Representative after all other Contract documents have been issued and all pre-construction matters have been agreed upon between the City Representative and the Contractor. The notice to proceed requires the Contractor to begin Work on the site within ten (10) calendar days of the date of its issuance.

SECTION 2 - CONTRACT - LEGAL EXTENT AND CHANGES

(a) The Contract shall be signed in triplicate by the City and the Contractor.

(b) The Contract Documents, as defined, shall be the whole and entire agreement between the City and the Contractor. No agreements, verbal or written, shall be interpreted as a change or modification to this Contract unless issued as prescribed below.

(c) Formal, written Modifications shall be the only method used to change the Contract between the City and the Contractor. Any change otherwise issued and accepted by the Contractor is so accepted by the Contractor at his own risk.

Any extra Work performed by the Contractor subsequent to such acceptance is also at the Contractor's own risk.

(d) Formal written communications proposing to change scope of Work, terms and conditions, cost of Contract, shall be addressed as specified in Contract.

(e) The Contract Documents are complementary and what is called for by one shall be as binding as if called for by all.

SECTION 3 - CORRELATION OF DOCUMENTS

The City will furnish to the Contractor, free of charge, copies of Drawings and/or Specifications reasonably necessary for the execution of the Work.

The City will be responsible for the adequacy of design and sufficiency of the Drawings and/or Specifications, issuing, if necessary, addendum to clarify the Work. However, when the Work involved is that common to a trade or industry, which can be judged as acceptable, or not by commonly accepted standards for a specific trade, the Contractor shall not use the inadequacy or omission of drawing detail or specification language to excuse his failure to perform to the highest industry standards. All Drawings and/or Specifications shall remain the property of the City, and shall not be reused on other Work by the Contractor.

SECTION 4 - ACCESS TO WORK SITE

The City shall provide access to the site upon which the Work under this Contract is to be done, and to such other areas which are designated for use by the Contractor.

The Contractor shall provide at his own expense and without liability to the City any additional land and access thereto that may be required for temporary facilities, or for storage of materials.

SECTION 5 - WORK SITE CONDITIONS/DISCREPANCIES

The Contractor, by careful examination, shall satisfy himself as to the nature and location of the Work, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract.

If the Contractor, finds any discrepancy between the Drawings and/or Specifications and the physical conditions of the Work site, or any errors or omissions in Drawings and/or Specifications, he shall immediately inform the City Representative in writing, and the City Representative shall promptly verify the same. Any Work done after such discovery, until authorized, will be done at the Contractor's risk, except in the event of an emergency.

SECTION 6 - CHANGED CONDITIONS

During the course of the Work, the Contractor shall promptly, and before such conditions are disturbed, except in the event of any emergency, notify the City representative in writing of previously unknown conditions at the Work site, differing materially from those ordinarily encountered and which prevent the proper execution of the Work of the character provided for in this Contract. The City Representative shall promptly investigate the conditions, and if he finds that

such conditions do so materially differ and cause an increase or decrease in the cost of, or the time required for, performance of this Contract, an equitable adjustment shall be made and the Contract formally modified accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless he has given notice as required above and the Contract has been formally modified.

SECTION 7 - MATERIAL AND APPLIANCES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities of a quantity and quality necessary for the execution and completion of the Work. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials.

The Contractor shall promptly notify in writing the City representative if any change in materials as specified is contemplated or proposed. Any such proposed change shall be promptly investigated, and if found to be necessary and/or acceptable, the Contract shall be formally modified. Any change in materials shall be made at the Contractors own risk unless approved as prescribed above.

SECTION 8 - PERMITS, UTILITY FEES, BUSINESS LICENSE

Utility fees of a temporary nature necessary for the prosecution of the Work shall be secured and paid for by the Contractor. Utility fees for permanent structures or permanent changes in existing facilities shall be secured and paid for by the City, unless otherwise specified.

Permits (building, plumbing, mechanical, electrical) shall be obtained from the Department of Building Inspection prior to performance of Work. No permit fee will be charged for City owned property. However, fees will be charged for all other publicly owned property.

Contractor shall comply with business license requirements on all publicly owned projects.

SECTION 9 - ROYALTIES AND PATENTS

The Contractor shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save harmless the City from loss on account thereof except that the City shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, unless the City has notified the Contractor prior to the signing of the Contract that the particular process, design, or product is patented or is believed to be patented.

SECTION 10 - SUPERINTENDENCE

The Contractor shall keep assigned to the Project at all times during its progress, a representative who shall represent the Contractor and have authority to make decisions in day-to-day activities.

SECTION 11 - EMPLOYEES

The Contractor shall at all times enforce proper discipline and order among his employees, and shall seek to avoid employing on the Work any unfit person or anyone not skilled in the Work assigned to him. Adequate sanitary facilities shall

be provided by the Contractor. The Contractor shall be responsible for complying with all OSHA requirements.

SECTION 12 - APPLICABLE FEDERAL, STATE, LOCAL RESPONSIBILITIES

The Contractor shall keep himself fully informed of all applicable federal, state, and local ordinances, regulations, and laws. He shall at all times observe and comply with said ordinances, regulations, and laws. He shall post all notices to the public and employees as required. **Contractor does not and shall not during the performance of the Contract knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.**

SECTION 13 - PROTECTION OF THE PUBLIC AND OF WORK AND PROPERTY

The Contractor shall provide and maintain all necessary watchmen, flagmen, barricades, and signage in accordance with requirements of the City Representative and take all reasonable precautions for the protection and safety of the public. He shall continuously maintain reasonable protection of all Work from damage, and shall take all reasonable precautions to protect property from injury or loss arising in connection with this Contract. The Contractor shall take reasonable precautions to protect private property adjacent to the project from such nuisances as debris and excessive noise. He shall make good any damage, injury or loss to his Work and to the property City resulting from lack of reasonable protective precautions, except such as may be caused by agents or employees of the City.

Section 13 (a) - Emergency Work

In a situation which affects the safety of life, or of the Work, or of adjoining property, the Contractor is, without special instructions or authorization from the City Representative, permitted to act at his discretion to prevent such threatening loss or injury. He shall also act, without appeal, if so authorized or instructed by the City Representative. Any compensation claimed by the Contractor on account of emergency Work, shall be determined by agreement.

SECTION 14 - SUBCONTRACTS

The Contractor shall, as soon as practicable after signing the Contract, but in any event prior to the performance of any Work on the project, notify the City in writing of the names of subcontractors proposed for the Work, designating the portions of Work to be performed by each. This list shall include the estimated dollar amount with each and identify those firms who are defined as a Minority Business Enterprise, Small Business Enterprise, Woman Owned Enterprise.

A Minority Business Enterprise (MBE) is a business that is owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cause. A MBE is at least 51% owned and controlled by one or more such disadvantaged persons. In the case of publicly-owned companies, at least 51% of its voting stock must be owned and controlled by minorities or members of other groups. Additionally, the management and daily business operations must be controlled by one or more such individuals.

MINORITY means any African American, Hispanic American, Native American or Alaskan and/or Aleut native, Asian or a person of Pacific Island descent who is either a citizen of the United States or a permanent resident. Member of other groups means all other individuals found to be socially disadvantaged by the United States Small Business Administration under Section 8(a) of the Small Business Act 15usc 637 (a).

The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

Nothing contained in the Contract Documents shall create any Contractual relation between any subcontractor and the City.

SECTION 15 - ORDER OF COMPLETION

The Contractor shall submit, as soon as practical after award of Contract, a schedule which shall show the order (and value of) in which the Contractor proposes to carry on the Work, with dates at which the Contractor will start the several parts of the Work, and estimated dates of completion of the several parts. The schedule of values, once approved by City, shall be the basis for submittal and approval of monthly progress payments.

SECTION 16 - SEPARATE CONTRACTS

The City reserves the right to let other Contracts in connection with the Project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of materials and the execution of Work, and shall properly connect and coordinate his Work with theirs. If the proper execution or results of any part of the Contractor's Work depends upon the Work of any other contractors, the Contractor shall inspect and promptly report to the City Representative any defects in such Work that render it unsuitable for such proper execution and results.

SECTION 17 - CITY REPRESENTATIVE'S STATUS

The City Representative shall at all times have access to the Work whenever it is in preparation or progress, and the Contractor shall provide proper facilities for such access and for inspection.

The City Representative shall perform technical inspection of the Work. He has authority to stop the Work whenever such stoppage may be necessary to insure the proper execution of the Contract. He shall also have authority to reject all Work and materials which do not conform to the Contract and to decide questions which arise in the execution of the Work.

Notwithstanding such inspection, the Contractor will be held responsible for the acceptability of the finished Work. If the specifications, the City Representative's instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, the Contractor shall give the City timely notice to its readiness for inspection, and if the inspection is by an authority other than the

City, of the date fixed for such inspection. If any Work required to be inspected should be covered without proper approval or consent it must, if required, be uncovered for examination and properly restored at the Contractor's expense.

Reexamination of any Work may be ordered, and if so ordered, the Work must be uncovered by the Contractor. If such Work is found to be in accordance with the Contract, the City shall pay the cost of reexamination and replacement. If such Work is not in accordance with the Contract, the Contractor shall pay such cost.

The City Representative's presence and actions do not replace the legal requirements of the State and/or local building codes. Notwithstanding the City Representative's actions or instructions, the Contractor shall adhere to all building code requirements regarding inspection and approvals.

Whenever work being done by the City's forces, utility companies, or by other contractors' forces is contiguous to Work covered by this Contract, the respective rights of the various interests involved shall be established by the City Representative to secure the completion of the various portions of the Work in general harmony.

The City Representative shall, within a reasonable time after presentation to him, make decisions in writing on all matters relating to the execution and progress of the Work or the interpretation of the specifications and/or drawings.

In making these decisions, the City Representative, shall have authority to make interpretations and minor changes as to the scope of Work not involving extra cost, and not inconsistent with the purpose of the Work. If the Contractor claims that any such instructions involve extra cost, he shall give written notice thereof within ten (10) days, after the receipt of such instruction. Except in an emergency endangering life and/or property, no extra cost shall be accepted by the City unless pursuant to a formal modification to the Contract.

SECTION 18 - RESPONSIBILITY FOR WORK

The Contractor assumes full responsibility for the Work until final acceptance. The Contractor shall be responsible for damage to or destruction of the Work caused by the negligence of the Contractor, or any other party under the control and supervision of the Contractor. He agrees to make no claims against the City for damages for the Work from any cause except negligence or willful acts of the City, improper or faulty design, acts of any Enemy, or acts of war. Contractor shall obtain and maintain in force until City's final acceptance of Project, Builders' Risk Insurance that fully covers any loss or damage to Project.

SECTION 19 - CHANGES IN THE WORK

The City may make changes in the drawings and specifications or scheduling of the Contract within the general scope at any time. If such changes add to or deduct from the Contractor's cost of the Work, the Contract price shall be adjusted accordingly. All such Work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be included as part of the negotiated change order.

SECTION 20 - EXTENSION OF TIME

(a) Extension of time stipulated in the Contract for completion of the Work will be made when formally approved changes in the Work increase the overall scope; when the Work is suspended; or when the Work of the Contractor is delayed on account of physical conditions or acts of others which could not have been foreseen by, or which were beyond the control of the Contractor, his subcontractors or suppliers, and which were not the result of their fault or negligence.

(b) **NO TIME EXTENSION WILL BE GRANTED BY THE CITY UNLESS THE FOLLOWING PROCESS IS FOLLOWED.** If, during any month the Contractor is unable to Work for reasons beyond his control and believes he is due an extension, he shall submit in writing, along with his monthly request for progress payments, a request for the extension which clearly explains the circumstances which he feels justifies and extension. The request will be reviewed by the City and a written response, granted or rejecting the request, will be issued. Any request for days older than the current month will be dismissed without consideration. Time extensions shall constitute a formal change to Contract terms and conditions and shall be issued accordingly.

SECTION 21 - SUSPENSION OF WORK

The City may at any time suspend the Work, or any part thereof, by giving ten (10) days notice to the Contractor in writing. The Work shall be resumed by the Contractor within ten (10) days after the date fixed in the written notice from the City to the Contractor to do so. The City shall reimburse the Contractor for expenses incurred as a result of such suspension.

SECTION 22 – TERMINATION

(a) CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the Work should be suspended by City, stopped under an order of any court or other public authority, or delayed by City Representative's failure to respond for a period of more than three (3) months, through no act or fault of the Contractor or of anyone employed by him, the Contractor may, upon having given ten (10) days written notice, and having received no reply, terminate Contract. The Contractor shall be paid for all Work properly executed, plus any loss sustained upon any plant or materials plus reasonable profit and damages.

(b) Non-Appropriation –Availability of Funds

It is understood and agreed between the parties hereto that the City shall be bound and obligated hereunder only to the extent that the funds shall have been appropriated and budgeted for the purpose of this contract. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, the City shall immediately notify Contractor of such occurrence and this Agreement shall terminate on the

last day of the fiscal year for which an appropriation (s) (was) were received without penalty or expense to the of any kind whatsoever.

(c) **Termination for Convenience**

The CITY may at any time, and for any reason terminate this AGREEMENT by written notice to the CONTRACTOR specifying the termination date, which shall be not less than (30) days from the date such notice is mailed. Notice shall be given to CONTRACTOR by certified mail/return receipt requested at the address set forth in CONTRACTOR'S Bid Proposal.

In the event of such termination, CONTRACTOR shall be paid such amount as shall compensate CONTRACTOR for the work satisfactorily completed, and accepted by the CITY, at the time of termination. If the CITY terminates this AGREEMENT, CONTRACTOR shall withdraw its personnel and equipment, cease performance of any further work under this AGREEMENT, and turn over to the CITY any work completed or in process for which payment has been made.

(d) **Termination with Cause/Default – Cancellation**

In the event the Contractor shall for any reason or through any cause be in default of the terms of this Contract, the CITY may give Contractor written notice of such default by certified mail/return receipt requested at the address set forth in Contractor's Bid Proposal.

Unless otherwise provided, the Contractor shall have ten (10) days from the date such notice is mailed in which to cure the default. Upon failure of the Contractor to cure the default, the City may immediately cancel and terminate this Contract as of the mailing date of the default notice.

Upon termination, the Contractor shall withdraw its personnel and equipment, cease performance of any further work under the Contract and turn over to the City any work in process for which payment has been made.

In the event of violations of law, safety or health standards and regulations, this Contract may be immediately cancelled and terminated by the City and provisions herein with respect to opportunity to cure default shall not be applicable.

SECTION 23 - REMOVAL OF EQUIPMENT

In the case of termination of this Contract before completion for any cause whatever, the Contractor, if notified to do so by the City, shall promptly remove any part or all of his equipment and supplies from the property, failing which the City shall have the right to remove such equipment and supplies at the expense of the Contractor.

SECTION 24 - PARTIAL COMPLETION AND ACCEPTANCE

If at any time prior to final completion, any portion of the Work has been satisfactorily completed, and if the City Representative determines that access to that portion is not required for the future operation of the Contractor, the City may issue to the Contractor a certificate of partial completion, and thereupon or at any time thereafter the City may take over and use the portion of the Work described in such certificate.

The issuance of a certificate of partial completion shall not be construed to constitute an extension of the Contractor's time to complete the portion of the Work to which it relates if he has failed to complete it in accordance with the terms of this Contract. The issuance of such a certificate shall not operate to release the Contractor or his sureties from any obligations under this Contract or performance bond.

If such prior use increases the cost of or delays the Work, the Contractor shall be entitled to extra compensation, or extension of time, or both, as the City may determine, unless otherwise provided.

SECTION 25 - PAYMENTS WITHHELD PRIOR TO FINAL ACCEPTANCE OF WORK

As a result of discovered evidence, the City may withhold or nullify the whole or part of any certificate of payment to such extent as may be necessary to protect himself from loss caused by:

- (a) Defective Work not remedied.
- (b) Claims filed or reasonable evidence indicating probable filing of claims by other parties against the Contractor.
- (c) Failure of the Contractor of making payments properly to subcontractors or for material or labor.
- (d) Damage to another Contractor.

SECTION 26 - CORRECTION OF WORK BEFORE FINAL PAYMENT

The Contractor shall promptly remove from the premises all materials and work condemned by the City's Representative as failing to meet Contract requirements, whether incorporated in the Work or not, and the Contractor shall promptly replace materials and/or re-execute Work in accordance with the Contract and without expense to the City and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal or replacement.

All removal and replacement Work shall be done at the Contractor's expense. If the Contractor does not take action to remove such condemned Work and materials within ten (10) days after written notice, the City may remove them and store the material at the expense of the Contractor. If the Contractor does not pay

the expense of such removal and storage within ten (10) days time thereafter, the City may, upon ten (10) days written notice, sell such materials at auction or at private sale and shall pay to the Contractor any net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor.

SECTION 27 - CLEANING UP

The Contractor shall remove at his own expense from the Work site and from all public and private property all temporary storage structures, rubbish, and waste materials resulting from his operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission for such disposal granted to the Contractor by the City Representative where such disposal is in accordance with local ordinances.

SECTION 28 - ACCEPTANCE AND FINAL PAYMENT

(a) Upon receipt of written notice that the Work is substantially completed or ready for final inspection and acceptance, the City Representative will promptly make such inspection, and when he finds the Work acceptable under the Contract and the Contract fully performed or substantially completed he shall promptly issue a certificate, over his own signature, stating that the Work required by this Contract has been completed or substantially completed and is accepted by him under the terms and conditions thereof, and the entire balance found to be due the Contractor, including the retained percentage, less a retention based on the estimate of the fair value of the claims against the Contractor and the cost of completing the incomplete or unsatisfactory items of Work with specified amounts for each incomplete or defective item or Work, is due and payable. The date of substantial completion of a project or specified area of a project is the date when the construction is sufficiently completed in accordance with the Contract as modified by any change orders agreed to by the parties so that the City can occupy the Project or specified area of the Project for the use for which it is intended.

(b) The making and acceptance of the final payment shall constitute a waiver of all claims by the City, other than those arising from unsettled claims or from faulty Work appearing within the guarantee period provided in the Special Conditions, from the requirements of the Drawings and Specifications, or from manufacturer's guarantees. It shall also constitute a waiver of all claims by the Contractor, except those previously made and still unsettled.

SECTION 29 – APPLICABLE LAW/VENUE

This Contract shall be deemed to be a Virginia contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Contract shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia.

VENUE

Any and all suits for any claims or for any and every breach or dispute arising out of this Contract shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton.

SECTION 30– HOLD HARMLESS-IDEMNIFICATION

It is understood and agreed that Contractor hereby assumes the entire responsibility and liability for any and all damages to persons or property caused by or resulting from or arising out of any act or omission on the part of Contractor, its subcontractors, agents or employees under or in connection with this Contract or the performance or failure to perform any Work required by this Contract. Contractor agrees to indemnify and hold harmless the and its agents, volunteers, servants, employees and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of or in connection with (a) any and all such damages, real or alleged, (b) the violation of any law applicable to this Contract, and (c) the performance of the Work by Contractor or those for whom Contractor is legally liable. Upon written demand by the , Contractor shall assume and defend at Contractor's sole expense any and all such suits or defense of claims made against the , its agents, volunteers, servants, employees or officials.

SECTION 31-INSURANCE

INSURANCE:

Contractor agrees to secure and maintain in full force and effect at all times during the term of this Contract, the following policies of insurance:

1. Workers' Compensation Insurance as required under Va. Code Title 65.2.
2. Comprehensive General Liability Insurance, including contractual liability and products and completed operations liability coverages, in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL). Such insurance shall name the of Hampton as an additional insured by policy endorsement.
3. Automobile Liability Insurance including coverage for non-owned and hired vehicles in an amount not less than one million dollars (\$1,000,000) combined single limits (CSL).
4. Umbrella/Excess Liability Insurance at limits not less than two million dollars (\$2,000,000).

Contractor shall submit to the contract administrator certificates of insurance with endorsement to the policy attached, prior to beginning Work under this Contract and no later than ten (10) days after award of the Contract.

All policies of insurance required herein shall be written by insurance companies licensed to conduct the business of insurance in Virginia, and acceptable to the

City, and shall carry the provision that the insurance will not be cancelled or materially modified by Contractor without thirty (30) days prior written notice to the City .

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY THE CITY SHOULD ANY POLICY BE CANCELLED. FAILURE TO NOTIFY THE CITY SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT.

The certificates of insurance shall list the City of Hampton, 1 Franklin Street, Hampton, Virginia 23669, as the additional insured for the specified project. The endorsement to the policy would be that which is attached to the Contractor's liability policy that acknowledges the City as an also insured on all policies the City requires to be endorsed. This shall be either a direct endorsement that actually names the City or a blanket endorsement that the Contract states that the City will be named as an also insured on the insurance policy.

SECTION 32-PAYMENT/PERFORMANCE BONDS

BONDING:

Unless otherwise noted, all surety documents required herein shall be received and approved by the Contract Administrator prior to beginning Work under the Contract and not later than ten(10) days after issuance of the "Notice of Intent to Award" or Notice of Award" (whichever is sooner) for this ITB. Each of the required bonds shall be payable to the City of Hampton. Bonds shall be executed by one or more surety companies legally authorized to issue bonds and do business in the Commonwealth of Virginia. Said bonds shall be payable to the City of Hampton, 1 Franklin Street, Hampton, Virginia 23669. With the exception of any required Bid Bond, each of the required bonds shall be maintained through the term of the Contract and any extensions.

PAYMENT AND PERFORMANCE BONDS:

Contractor shall furnish to the City a payment bond and a performance bond in conformity with the Virginia Code §2.2-4337 et seq.. Each payable to the City of Hampton and each in the sum of the City contract amount. The performance bond shall be conditioned upon the faithful performance of the Contract in strict conformity with the terms and conditions of the Contract, and each payment bond shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the Work.

SECTION 33- CLAIMS FOR EXTRA COMPENSATION

If Contractor encounters work and services not included in this Contract or any supplement thereto but which in the opinion of Contractor is necessary for the successful completion of the Contract and requires extra compensation, Contractor shall, before it begins the work on which it bases its claim, promptly notify the in writing of its intention to perform the work and to make claim for extra compensation. Notification by Contractor under the terms of this paragraph shall

not be construed as proving the validity of the claim. **No claim for extra compensation will be filed or considered unless notification is given as herein set forth.**

Upon notification, the City shall promptly review any claim for extra compensation. If a claim is accepted by the City it shall be paid as extra work in accordance with the terms of a supplemental agreement executed by the parties before such work is begun.

The amounts claimed as extra compensation by Contractor shall be separately itemized, become a part of the claim, and serve as documentation thereto. The amounts itemized shall be in sufficient detail to enable the City to analyze the need for the extra work and the costs claimed for the work.

SECTION 34 - SUBMISSION AND DISPOSITION OF CONTRACTUAL CLAIMS

Prompt knowledge by the City of an existing or impending claim for damages or other relief may alter the plans, scheduling, or other action of City and/or result in mitigation or elimination of the effects of the claim.

Therefore, a written statement providing City with notice of Contractor's intention to file a claim which (i) describes the act or omission by City or its agents that Contractor contends caused it damages or entitles it to other relief; and (ii) provides a description of the nature and amount of the claim. Such written statement shall be submitted to City within twenty (20) days of the time of the occurrence or beginning of the work upon which the claim is based; provided, however, if such damage is deemed certain in the opinion of Contractor to result from its acting on an order from City, it shall immediately take written exception to the order. For purposes of this provision, "claim" shall include, without limitation, any request for an increase in the contract price or time and any request for equitable adjustment. Submission of a notice of claim as specified shall be mandatory, and failure to submit such notice shall be a conclusive waiver to such claim for damages or other relief by Contractor. Neither an oral notice or statement, nor an untimely notice of statement will be sufficient to satisfy the requirements herein.

City will review the claim and render a final decision in writing thirty (30) days of receipt of Contractor's written request for a final decision. Such decision shall be final and binding to the fullest extent allowed by law.

SECTION 35 - FEDERAL FUNDING/REGULATIONS (24 CFR 85.36(i)).

The following provisions shall specifically apply to all contracts and subcontracts resulting from an award based on the use of Federal Funds.

1. Remedies for breach of contract shall be in accordance with General Conditions, as previously stated herein.
2. Termination by the City/Grantee shall be permitted in accordance with General Conditions, as previously stated herein.

3. Contractor and all subcontractors with contracts in excess of \$10,000 shall abide by the requirements under Executive Orders No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), including specifically the provisions of equal opportunity clause and submittal of written affirmative action program. The Contractor must certify that segregated facilities are not provided or maintained.

4. Section 3 of the Housing and Urban Development Act of 1968: Requires that, to the greatest extent feasible, opportunities for training and employment arising from CDBG will be provided to low-income persons residing in the program service area. Also, to the greatest extent feasible, contracts for Work (all types) to be performed in connection with CDBG will be awarded to business concerns that are located in or owned by persons residing in the program service area.

5. Contractors and subcontractors must comply with Policy stated herein pertaining to Minority/Women's Business Enterprise to ensure the inclusion to the maximum extent possible.

6. Contractor and all subcontractors shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

7. Contractor and all subcontractors with contracts in excess of \$2,000 shall comply with the Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5).

8. Contractor and all subcontractors with contracts in excess of \$2,000 shall comply with Sections 103 and 107 of the Contractors Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

9. Contractor shall comply with requirements and regulations pertaining to reporting.

10. Contractor shall comply requirements and regulation pertaining to patent rights in accordance with General Conditions as previously stated herein.

11. Contractor shall pay applicable royalties and license fees pertaining to copy rights and rights in data. Contractor shall defend all suits or claims for the infringement thereof and shall save the City harmless from loss on account thereof as previously stated herein.

12. Contractor shall allow access by the City/Grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representative to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

13. Contractor shall retain all required records for three years after final payments and all other pending matters are closed.

14. Contractor and all subcontractors with contracts in excess of \$100,000 shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (41 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

15. Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

16. Debarred contractors: In accordance with 24 CFR Part 5, CDBG funds may not be used to directly or indirectly employ, award contracts to or otherwise engage the services of any contractor or sub-recipient during any period of debarment, suspension or placement of ineligibility status.

17. Contractor shall comply with Buy America requirements mandated by the Surface Transportation Assistance Act of 1982 (49 CFR Ch. VI Part 661).

PROCUREMENT OFFICE

Division of Finance
Community, Municipal Services/Education
Hampton, Virginia

CONTRACT PERFORMANCE AND PAYMENT BOND PROJECT NO. _____

KNOW ALL MEN BY THESE PRESENTS: That, we

_____, a
(Name of Contractor)
_____,
(Corporation, Partnership or Individual)

hereinafter called "Principal" and _____,
(Surety)
of _____, State of _____,
hereinafter called the "Surety", are by this performance and payment bond held and firmly bound
unto _____
hereinafter called "City", in the penal sum under each bond of

_____ Dollars (\$ _____)
in lawful money of the United States, for the payment of which sum well and truly to be made,
we bind ourselves, our heirs, executors, administrators and successors, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that: Whereas, the Principal entered
into a certain contract with the City, dated the _____ day of _____, a copy of which
is hereto attached and made a part hereof for the construction of:

PERFORMANCE

NOW, THEREFORE, if the said principals shall well and faithfully do and perform the
things agreed by him to be done and performed and shall comply with all terms of the aforesaid
Contract and plans and specifications, advertisement, proposal, made a part hereof and shall

maintain and replace all defective work under this Contract for a period of one (1) year from its acceptance, and shall protect and save harmless the actions of every kind and description arising from injury or damage to persons and property in the prosecution of said work, or in the failure to properly safeguard the same, and from all claims arising under the workman's compensation laws or from infringement of any patent rights, then this obligation shall be void; otherwise to remain in full force and virtue.

PAYMENT

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligation on this performance and payment bond and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

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RETAINED FUNDS
ESCROW AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____
_____ by, between and among the City of Hampton, Virginia (), _____
_____ (Contractor),
_____ (Name of Bank),
_____ (Address of
Bank), a trust company, bank, or savings and loan institution with its principal office located in
the Commonwealth (hereinafter referred to collectively as "Bank") and _____
_____ ("Surety") provides:

I.

The City and the Contractor have entered into a contract with respect to:

_____ ("the contract").
This Agreement is pursuant to, but in no way amends or modifies, the contract. Payments made
hereunder or the release of funds from escrow shall not be deemed approval or acceptance of
performance by the Contractor.

II.

In order to assure full and satisfactory performance by the Contractor of its obligations under the
contract, the City is required thereby to retain certain amounts otherwise due the Contractor. The
Contractor has, with the approval of the City, elected to have these retained amounts held in
escrow by the Bank. This agreement sets forth the terms of the escrow. The Bank shall not be
deemed a party to, bound by, or required to inquire into the terms of, the contract or any other
instrument or agreement between the City and the Contractor.

III.

The City shall from time to time pursuant to its contract pay to the Bank amounts retained by it
under the contract. Except as to amounts actually withdrawn from Escrow by the City, the
Contractor shall look solely to the Bank for the payment of funds retained under the contract and
paid by the City to the Bank.

The risk of loss by diminution of the principal of any funds invested under the terms of this
contract shall be solely upon the Contractor.

Funds and securities held by the Bank pursuant to this Escrow Agreement shall not be subject to
levy, garnishment, attachment, lien, or other process whatsoever. Contractor agrees not to assign,
pledge, discount, sell or otherwise transfer or dispose of his interest in the escrow account or any
part thereof, except to the Surety.

IV.

Upon receipt of checks drawn by the City and made payable to it as escrow agent, the Bank shall
promptly notify the Contractor, negotiate the same and deposit or invest and reinvest the proceeds

in approved securities in accordance with the written instructions of the Contractor. In no event shall the Bank invest the escrowed funds in any security not approved.

V.

The following securities, and none other, are approved securities for all purposes of this Agreement.

- (d) United States Treasury Bonds, United States Treasury Notes, United States Treasury Certificates of Indebtedness or United States Treasury Bills.
- (e) Bonds, notes and other evidences of indebtedness unconditionally guaranteed as to the payment of principal and interest by the United States,
- (f) Bonds or notes of the Commonwealth of Virginia,
- (g) Bonds of any political subdivision of the Commonwealth of Virginia, if such bonds carried, at the time of purchase by the Bank or deposit by the Contractor, a Standard and Poor's or Moody's Investors Service rating of at least "A" and
- (h) Certificates of deposit issued by commercial banks located within the Commonwealth, including, but not limited to, those insured by the Bank and its affiliates.
- (i) Any bonds, notes, or other evidences of indebtedness listed in Sections (1) through (3) may be purchased pursuant to a repurchase agreement with a bank, within or without the Commonwealth of Virginia having a combined capital, surplus and undivided profit of not less than \$25,000,000, provided the obligation of the Bank to repurchase is within the time limitations established for investments as set forth herein. The repurchase agreement shall be considered a purchase of such securities even if title, and/or possession of such securities is not transferred to the Escrow Agent, so long as the repurchase obligation of the Bank is collateralized by the securities themselves, and the securities have on the date of the repurchase agreement a fair market value equal to at least 100% of the amount of the repurchase obligation of the Bank, and the securities are held by a third party, and segregated from other securities owned by the Bank.

No security is approved hereunder, which matures more than five years after the date of its purchase by the Bank or deposit by the Contractor.

VI.

One of the following methods may be used to withdraw funds from the escrow account:

- The Contractor may from time to time withdraw the whole or any portion of the escrow funds by depositing with the Bank approved securities listed in Section V above in an amount equal to, or in excess of the amount so withdrawn. Any securities so deposited or withdrawn shall be valued at such time of deposit or withdrawal at the lower of par or market value, the latter as determined by the Bank. Any securities so deposited shall thereupon become a part of the escrowed fund.
- Upon receipt of a direction signed by the City Manager or Director of Finance, the Bank shall pay the principal of the fund, or any specified amount thereof, to

the City . Such payment shall be made in cash as soon as is practicable after receipt of the direction.

- Upon receipt of a direction signed by the City Manager or Director, the Bank shall pay and deliver the principal of the fund, or any specified amount thereof, the Contractor, in cash or in kind, as may be specified by the Contractor. Such payment and delivery shall be made as soon as is practicable after receipt of the direction.

VII.

For its services hereunder the Bank shall be entitled to a reasonable fee in accordance with its published schedule of fees or as may be agreed upon by the Bank and the Contractor. Such fee and any other costs of administration of this Agreement shall be paid from the income earned upon the escrowed fund and, if such income is not sufficient to pay the same, by the Contractor.

VIII.

The net income earned and received upon the principal of the escrowed fund shall be paid over to the Contractor in quarterly or more frequent installments. Until so paid or applied to pay the Bank's fee or any other costs of administration such income shall be deemed a part of the principal of the fund.

IX.

The Surety undertakes no obligation hereby but joins in this Agreement for the sole purpose of acknowledging that its obligations as surety for the Contractor's performance of the Contract are not affected hereby.

WITNESS the following signatures, all as of the day and year first above written.

OF HAMPTON, VIRGINIA

BY _____
MANAGER

ATTEST:

CLERK

CONTRACTOR

BY _____
OFFICER, PARTNER OR CITY

BANK

BY _____
PRESIDENT/VICE-PRESIDENT

SURETY

BY _____
ATTORNEY-IN-FACT

City of Hampton, Parks Department
Annual Needs Ornamental Metal Fence Installation and Repair Specifications

Purpose

The City of Hampton is actively seeking bids from qualified bidders for an annual contract to provide installation and repair of ornamental metal fence for the Parks Department. Work requests may range from large quantity new installations to small quantity repairs.

Awarded Vendor Must Possess A Valid Class A General Contractor License.

Performance

It is the intention of the City to obtain the services as specified herein from a vendor that will give prompt and convenient service. The awarded Contractor must be able to perform as required under the Scope of Services. Any failure of a successful bidder to comply with these conditions may be cause for terminating any resulting contract immediately upon notice by the City. The City reserves the right to obtain these services from other sources, when necessary, should a successful bidder be unable to perform on a timely basis and such delay may cause harm to the department or city residents.

Contract Term

The initial contract term is for one calendar year beginning at award of contract. The City reserves the right to extend the contract for three (3) additional one year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City.

Cost Adjustments

The cost for all items as quoted herein shall remain firm for the first year of the contract. Cost for subsequent years and any extension term years shall be subject to an adjustment only if increases occur in the industry.

Evaluation/Award

Award will be made to the responsive, responsible bidder quoting the lowest total cost to the City.

Bidder must quote on all items listed in order to be considered for award.

Insurance

The contractor shall carry at all times the following appropriate coverage:

- Worker's Compensation and Employer's Liability Insurance.
- All certificates of insurance must be submitted to the Procurement Department and be approved by the City's Risk Manager prior to commencement of any work
- Waiver of Subrogation: All insurance policies of the contractor will be endorsed to waive all rights of subrogation against the City of Hampton
- A copy of any current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a Certificate of Insurance naming the City of Hampton as an "Additional Insured" for General Liability.

No Exclusive Contract/ Additional Services

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option. While this contract is for services provided to the City's Parks Department, the City

may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor. The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his bid. If the price(s) offered are not acceptable to the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

Scope of Service

Scope of Work

The Parks Department, City of Hampton is seeking a vendor to supply and install various types of ornamental metal fencing at various sites as required city-wide, and to supply required equipment and labor to remove, transport, and legally dispose of any debris or excess material generated during the fulfillment of this contract.

Working Hours

The standard available work week hours shall be considered as Monday through Friday, from 7:00am through 5:00pm. Workdays are exclusive of Saturday and Sunday.

Work shall normally be scheduled to commence during the standard workweek hours, however, if both the Contractor and City personnel agree, work can be accomplished during hours other than those detailed as standard workweek hours.

Standard Service Requirements

The work consists of furnishing all labor, material, equipment and incidentals necessary for the construction of the contract items indicated by the Proposal within City streets, rights-of-way and other City owned property.

Work occurring in a VDOT right of way will require the contractor to obtain a Right of Way permit from Public Works- Streets and Roads and may require the contractor to use traffic control measures according to the VDOT Work Area Protection Manual.

Each Contractor shall be held responsible for any damage done by him or his agents to work performed by another Contractor.

The quantities of work in the Proposal section of this contract are rough approximations only. The total quantities of work to be included in this contract and actually performed may vary widely and some items may be completely eliminated depending upon the work that will be authorized by the City during the period of this contract, by field conditions or availability of funds. Award of contract is not an authorization to purchase or install materials

Contractor's Responsibilities

Contractor shall be responsible for arranging all utility marking services and securing any and all permits and inspections required for each project.

Contractor shall repair or correct any damage caused to underground and/or overhead utilities in the installation and/or repair of fencing, at no additional cost to the City.

Contractor shall repair or correct to the satisfaction of the City, any damage to City and/or private property as a result of fence installation and/or repairs, at no additional cost to the City. This includes, but is not limited to repairing concrete sidewalks, medians and athletic fields.

Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced in a timely fashion at no additional cost to the City.

Any fencing material either purchased damaged or damaged during handling, transporting or installation by the Contractor shall be replaced at the expense of the Contractor.

Contractor shall remove from the work site and legally dispose of any and all debris or fill developed as a result of activities under this contract.

Technical Specifications

Ornamental Tubular Aluminum Fence

Description

The successful bidder will provide pricing for purchase and installation of specific ornamental tubular aluminum fencing of a specified industrial grade with manufacturer required assembly components as described herein.

Materials

Fence Panels and Gate Panels

- pickets will be 1" x 1" x .065" wall thickness; 6063-T5 alloy
- rails will be 1 5/8" x 1 5/8" x .070" top wall/ .100" side wall thickness; 6061-T6 alloy
- posts will be 2 1/2" x 2 1/2" x .075 wall thickness; 6061-T6 alloy
- up to 96" gate frames will be 2 1/2" x 2 1/2" x .125 wall thickness; 6061-T6 alloy
- over 96" gate frames will be 3" x 3" x .125" wall thickness, 6061-T6 alloy
- gate posts will be 4" x 4" x .125" wall thickness; 6061-T6 alloy
- style is 3-rail in 36" height and 48" height x 6'
- color will be black, bronze or green

Gates

Gates will be in 4' single, 8', 10' or 12' double configuration. Manufacturer recommended u-frame strengtheners will be used on gate opening assemblies over 60". Closures will be manufacturer recommended color coordinated magnetic latches. Hinges will be color coordinated barrel style self closing models where applicable and color coordinated standard barrel style models on gate models over 72" wide.

Miscellaneous Fittings and Hardware

Miscellaneous fittings and hardware necessary for the assembly and installation of fencing will be the same as required by the manufacturer of the fence panels and gates. Off-brand substitutions are not permitted without prior demonstration and written approval of Parks representative.

Installing Posts

Posts will be installed as follows:

- 2.5" square fence post- hole will be 24" deep by 8" round. Posts will be set in wet poured concrete, plumbed and stabilized. All posts shall be set plumb and to the required grade and

alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 2 days after the individual post footing is completed.

- 4" square gate post- hole will be 24" deep by 10" round. Posts will be set in wet poured concrete, plumbed and stabilized. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 2 days after the individual post footing is completed.

Should unmovable rock be encountered at a depth less than the planned footing depth, the post hole diameter shall be widened by 2 inches to a depth as close to the planned depth as possible. The designated City of Hampton Representative shall be notified of any posts that require an adjustment of this nature, and it shall be documented in cases where final installation plans are required.

Special Warranty

Provide manufacturer's limited warranty covering ornamental tubular aluminum fencing, components and accessories against failure resulting from normal use for period of 5 years from date of purchase. Failure is defined as any defect in manufacturing that prevents the gate from operating in a normal manner.

Completion

Clean up debris and unused material and remove from site. Following installation, scratches and flaws in the visible surface will be painted using a color coordinated automotive grade touch up paint.

Technical Specifications

Ornamental Tubular Steel Fence

Description

The successful bidder will provide pricing for purchase and installation of specific ornamental tubular steel fencing of a specified commercial grade with manufacturer required assembly components as described herein.

Materials

Panels

- pickets will be 3/4" x 3/4", 18 and 16 gauge galvanized, powder coated tubular steel
- rails will be 1 1/2" x 1 3/8" x 11 gauge U-channel galvanized, powder coated tubular steel
- posts will be 2 1/2" x 2 1/2" x 11 gauge galvanized, powder coated tubular steel
- gate posts will be 4" x 4" x 11 gauge galvanized, powder coated tubular steel
- style is 3-rail in 36" height and 48" height x 8'
- color will be black, bronze or green powder coated finish

Gates

Gates will be in 4' single, 8', 10' or 12' double configuration. Manufacturer recommended u-frame strengtheners will be used on gate opening assemblies over 60". Closures will be manufacturer recommended color coordinated magnetic latches. Hinges will be color coordinated barrel style self closing models where applicable and color coordinated standard barrel style models on gate models over 72" wide.

Miscellaneous Fittings and Hardware

Miscellaneous fittings and hardware necessary for the assembly and installation of fencing will be the same as required by the manufacturer of the fence panels and gates. Off-brand substitutions are not permitted without prior demonstration and written approval of Parks representative.

Installing Posts

Posts will be installed as follows:

- 2.5" square fence post- hole will be 24" deep by 8" round. Posts will be set in wet poured concrete, plumbed and stabilized. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 2 days after the individual post footing is completed.
- 4" square gate post- hole will be 24" deep by 10" round. Posts will be set in wet poured concrete, plumbed and stabilized. All posts shall be set plumb and to the required grade and alignment. No materials shall be installed on the posts, nor shall the posts be disturbed in any manner within 2 days after the individual post footing is completed.

Should unmovable rock be encountered at a depth less than the planned footing depth, the post hole diameter shall be widened by 2 inches to a depth as close to the planned depth as possible. The designated City of Hampton Representative shall be notified of any posts that require an adjustment of this nature, and it shall be documented in cases where final installation plans are required.

Special Warranty

Provide manufacturer's limited warranty covering ornamental tubular steel fencing, components and accessories against failure resulting from normal use for period of 15 years from date of purchase. Failure is defined as any defect in manufacturing that prevents the gate from operating in a normal manner.

Completion

Clean up debris and unused material and remove from site. Following installation, scratches and flaws in the visible surface will be painted using a color coordinated automotive grade touch up paint.

Ornamental Fencing Annual Needs Pricing

Please provide price per linear foot

I Install 100 feet of 36" fence

Furnish all materials, labor and equipment to install 100 feet of 36" fence. Provide costs for aluminum and tubular steel fencing.

II Install 100 feet of 48" fence

Furnish all materials, labor and equipment to install 100 feet of 48" fence. Provide costs for aluminum and tubular steel fencing.

III Install one 4' wide x 36" tall walk- through gate

Furnish all materials, labor and equipment to install 1 4' x 36" h walk through gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing.

IV Install one 8' wide x 36" tall double gate

Furnish all materials, labor and equipment to install 1 8' x 36"h double gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing.

V Install one 10' wide x 36" tall double gate

Furnish all materials, labor and equipment to install 1 10' x 36"h double gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing.

VI Install one 12' wide x 36" tall double gate

Furnish all materials, labor and equipment to install 1 12' x 36"h double gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing

VII Install one 4' wide x 48" tall walk- through gate

Furnish all materials, labor and equipment to install 1 4' x 48"h walk through gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing.

VIII Install one 8' wide x 48" tall double gate

Furnish all materials, labor and equipment to install 1 8' x 48"h double gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing.

IX Install one 10' wide x 48" tall double gate

Furnish all materials, labor and equipment to install 1 10' x 48"h double gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing.

X Install one 12' wide x 48" tall double gate

Furnish all materials, labor and equipment to install 1 12' x 48"h double gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing.

XI. Install fencing around Mill Point Park

Furnish all labor, materials and equipment to install 36" tubular steel fencing and gates as indicated on diagram provided.

PRE-BID QUESTION FORM

I.T.B.: 12-47/A

DATE: _____

NAME: _____

COMPANY: _____

SPECIFICATION SECTION _____ **PARAGRAPH** _____

A separate form must be used for each question. Submit all Pre-Bid Question Forms to the City of Hampton Procurement Office, fax number (757) 727-2207. All questions are due in the Procurement Office no later than Monday, April 23, 2012 at 4:00 PM. NO EXCEPTIONS.

Contractor Questionnaire Form (ITB # 12-47/A)

If requested by the City, the following questions shall be answered in full by the Bidder, and returned to the City within 72 hours.

1. Name of Company:_____

Trade Name (if different from Company Name)_____

Principal Office Address: _____

Telephone No (s). _____

Fax No(s). _____

Email Address(es)_____

a. If a Corporation, answer the following:

When Incorporated: _____

What State:_____

Virginia State Corporation Commission #_____

b. If an Unincorporated Organization, answer the following:

Date of Organization:_____

Names and addresses of City's or

Members:_____

Type and State of Organization:_____

c. If a Partnership, state whether the Partnership is General or Limited:

Names and Addresses of City's or Partners:

2. Experience:
- How many years has this Bidder been in business as a Contractor under its present business name? _____
 - What prior names of this Bidder, if any?

3. How many years experience in this type of construction work has this Bidder have?
- As a Contractor? _____
 - As a Subcontractor? _____

4. Provide a list of uncompleted Contracts/Projects at present held by this Bidder? (attach supplemental sheet if necessary)

Contract/Project	Type of Work	Amount	% Complete

5. List the Bidder's crew foremen and supervisors proposed for this Project and their years of related experience:

Name	Years of Experience	Dates of Employment with Bidder

6. What construction equipment does this Bidder own that is available for the proposed work? (attach supplemental sheet if necessary)

7. Does this Bidder plan to subcontract any part of this work? If so, list name, address, years experience, and type and amount of work to be performed by each subcontractor.

8. Provide a list of projects similar in character and scope to the Work specified under this Contract which have been successfully completed by this Bidder during the past three years. (attach supplemental sheet if necessary)

(The term “completed” means accepted and final payment received from the City or authorized representative)

Location & Type of Work	City's Name and Address	Contact person (name and telephone)	Date Completed	Contract Price

9. Have you ever performed work for a municipal corporation, local governing body, or similar agency previously? (If all such bodies are listed under 8, this question need not be completed.)

10. Bidder Responsibility:

- a. Has this Bidder ever failed to complete any work awarded to it? _____ If yes, give name of City, name of Bonding Company and circumstances:

- b. Is this Bidder debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, , or county?

Yes_____ No_____ If yes, please provide details:

- c. Has this Bidder ever had any judgements entered against it for breach of contract for construction? _____ if yes, please provide details:

- d. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet if necessary)

11. State approximate largest dollar volume of work performed by this Bidder in one year:

12. Give two (2) Banking Institution References:

- a. Name:_____

Address:_____

Credit Available:_____

- b. Name:_____

Address:_____

Credit Available:_____

13. List three (3) material suppliers and amount of credit available:

- a. Name:_____

Address:_____

Credit Available:_____

- b. Name: _____
Address: _____
Credit Available: _____
- c. Name: _____
Address: _____
Credit Available: _____
14. List insurance coverage (attach certificate of insurance in required Project amount)
15. Bonding reference: List surety company and highest coverage:

16. Have you or your authorized representative, personally inspected the location of the proposed Work, and do you have a clear understanding of the requirements of the Bid Documents?

The undersigned hereby authorizes and consents to any person, firm or corporation to furnish any information requested by the City in verification of this statement of contractor's qualifications. Also, if it is the apparent low Bidder, the undersigned hereby agrees to furnish the City upon request, a complete and current financial statement:

Contractor: _____

By: _____ (Sign and Print Name)

Title: _____

_____ Date: _____

**THE FOLLOWING DOCUMENTS ARE BID
RESPONSE DOCUMENTS**

**Please return pages 54-63 from the following
section with your bid submittal**

RESPONSE FORM FOR PROJECT ITB NO. 12-47/A

In compliance with solicitation dated Tuesday, April 17, 2012 the undersigned proposes to furnish all labor equipment, and materials and perform all work in strict accordance with all requirements for:

ORNAMENTAL METAL FENCE INSTALLATION AND REPAIRS

The above scope of work to be performed at the dollar amount(s) stated herein.

The undersigned agrees and assures that:

- . All prices stated herein shall be firm for a period of _____ calendar days.
(90 days minimum)
- . If bidder's response is accepted and a purchase order issued, bidder will accept same and fulfill requirements in strict compliance with all terms and conditions.
- . If in acceptance of bidder's response, bidder is asked to execute a formal Contract; and/or required to furnish a payment bond and a performance bond; and/or a certificate of insurance, bidder will execute and furnish same within ten (10) calendar days of such notice, and that failure to do so will mean forfeiture of any surety bidder may have been required to post as part of bidder's response.
- . Bidder's business is organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership and is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the code of Virginia, as amended, or as otherwise required by law.
- . If a Contractor, Bidder is registered with the Commonwealth of Virginia as a Class _____; Registration No. _____.
*******In Accordance with §54.1-1115, A1. and A6 Bidder shall include a copy of Contractors License with Bid Response.*******
- . Bidder meets all licensing and permit requirements to conduct business in the City of Hampton, Virginia

RESPONSE FORM FOR PROJECT ITB NO. 12-47/A

Submitted By:

Company Name _____

Street Address _____

/State/Zip _____

Phone _____ FAX _____

Date: _____

Federal ID # _____ SCC Registration # _____

DUNS # _____

The BIDDER, in compliance with the Request to furnish all labor, equipment, and tools required for the installation and repair of ornamental metal fencing, including pickup and transport on an annual as needed basis and HEREBY PROPOSE to furnish all labor, materials and equipment, and to complete the project in accordance with the Contract Documents, within the time set forth therein, and for the Bid price stated herein. Said price shall cover all expenses incurred in performing the work required by the Contract Documents, of which this proposal is a part.

Total Bid Price (Written) _____

Figure \$ _____

Discrepancies between multiplication of units of work and unit prices will be resolved in favor of unit prices, discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in the favor of the correct sum.
Discrepancies between words and figures will be resolved in favor of words

Ornamental Fencing Annual Needs Pricing

Please provide price per linear foot

I Install 100 feet of 36" fence

Furnish all materials, labor and equipment to install 100 feet of 36" fence. Provide costs for aluminum and tubular steel fencing.

II Install 100 feet of 48" fence

Furnish all materials, labor and equipment to install 100 feet of 48" fence. Provide costs for aluminum and tubular steel fencing.

III Install one 4' wide x 36" tall walk- through gate

Furnish all materials, labor and equipment to install 1 4' x 36" h walk through gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing.

IV Install one 8' wide x 36" tall double gate

Furnish all materials, labor and equipment to install 1 8' x 36" h double gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing.

V Install one 10' wide x 36" tall double gate

Furnish all materials, labor and equipment to install 1 10' x 36" h double gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing.

VI Install one 12' wide x 36" tall double gate

Furnish all materials, labor and equipment to install 1 12' x 36" h double gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing.

VII Install one 4' wide x 48" tall walk- through gate

Furnish all materials, labor and equipment to install 1 4' x 48" h walk through gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing.

VIII Install one 8' wide x 48" tall double gate

Furnish all materials, labor and equipment to install 1 8' x 48" h double gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing.

IX Install one 10' wide x 48" tall double gate

Furnish all materials, labor and equipment to install 1 10' x 48" h double gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing.

X Install one 12' wide x 48" tall double gate

Furnish all materials, labor and equipment to install 1 12' x 48" h double gate to include hinges and latch. Provide costs for aluminum and tubular steel fencing.

XI. Install fencing around Mill Point Park

Furnish all labor, materials and equipment to install 36" tubular steel fencing and gates as indicated on diagram provided.

PRICING SCHEDULE

<u>Item</u>	<u>Price per linear foot, aluminum</u>	<u>Price per linear foot, tubular steel</u>	<u>Line Item Total</u>
I. Purchase and install 100' of 36" tall fence			
II. Purchase and install 100' of 48" tall fencing			
III. Purchase and install one 4' x 36" tall walk- through gate			
IV. Purchase and install one 8' x 36" double gate			
V. Purchase and install one 10' x 36" double gate			
VI. Purchase and install one 12' x 36" double gate			
VII. Purchase and install one 4' x 48" gate			
VIII. Purchase and install one 8' x 48" double gate			
IX. Purchase and install one 10' x 48" double gate			
X. Purchase and install one 12' x 48" double gate			
TOTAL LINE ITEMS I-X			
XI. Purchase and install tubular steel fencing at Mill Point Park. (Total cost of installation per specifications and drawing provided)			
TOTAL BID PRICE			

RESPONSE FORM FOR PROJECT ITB NO. 12-47/A

CERTIFICATION REGARDING DEBARMENT

This is to certify that this person/firm/corporation is not now debarred by the Federal Government or by the Commonwealth of Virginia or by any other state, or by any town, , or county, from submitting Bids on contracts for construction covered by this solicitation, nor are they an agent of any person or entity that is now so debarred.

Name of Official

Title

Firm or Corporation

Date

Notice of Escrow Option
for Retained Funds

If this is a bid for construction as defined in Virginia Code Section 2.2-4334 in the amount of \$200,000.00 or more, I/we elect to utilize the escrow account procedure described in the provisions of this proposal if determined to be the successful low bidder(s) _____
(write "yes" or "no"). Date: _____

Any subcontract for such public project which provides for similar progress payments shall be subject to the provisions of this section.

OPTIONAL PROVISIONS FOR
RETAINED FUNDS
ON CERTAIN CONSTRUCTION CONTRACTS

- At the time the Contractor submits a Bid Response the Contractor shall have the option to use the escrow account procedure for utilization of retained funds by so indicating in the space provided in the response documents. In the event the Contractor elects to use the escrow account procedure, the "Escrow Agreement" form included in the Bid package shall be executed and submitted to the within 15 calendar days after notification of award of the bid. If the "Escrow Agreement" form is not submitted as noted herein before, the Contractor shall forfeit such rights to the use of the escrow account procedure. In order to have retained funds paid to an escrow agent, the Contractor, the escrow agent and the surety shall execute the "Escrow Agreement" form and submit same to the for approval. The Contractor's escrow agent shall be a trust company, bank or savings and loan institution with its principal office located in the Commonwealth of Virginia. The "Escrow Agreement" form shall contain the complete address of the escrow agent and surety, and the executed "Escrow Agreement" will be authority for the to make payment of retained funds to the escrow agent. After approving the agreement, the will pay to the escrow agent the funds retained as provided herein except that funds retained for lack of progress or other deficiencies on the part of the Contractor will not be paid to the escrow agent. The escrow agent may, in accordance with the stipulations contained in the "Escrow Agreement", invest the funds paid into the escrow account and pay earnings on such investments to the Contractor or release the funds to the Contractor provided such funds are fully secured by approved securities.
- Retained funds invested and securities held as collateral for retainage may be released only as and when directed by the City. When the final estimate is released for voucher, the City will direct the escrow agent to settle the escrow account by paying the Contractor or the monies due them as determined by the City . The City reserves the right to recall retained funds and to release same to the surety upon receipt of written request from the Contractor or in the event of default.
- This option shall be applicable only to contractors with Contracts for \$200,000.00, or more, for the construction of highways, roads, streets, bridges, parking lots, demolition, clearing, grading, excavating, paving, pile driving, miscellaneous drainage structures and the installation of water, gas, sewer lines, and pumping stations.

- This option shall not apply to contracts for construction for railroads, public transit systems, runways, dams, foundations, installation or maintenance of power systems for the generation and primary and secondary distribution of electric current ahead of the customer's meter. The installation or maintenance of telephone, telegraph, or signal systems for public utilities and the construction or maintenance of solid waste or recycling facilities and treatment plants.

- Should the "Escrow Agreement" include payment of interest on retained funds, the contractor, exclusive of reasonable circumstances beyond the control of the contractor stated in the contract, shall pay the specified penalty for each day exceeding the completion date stated in the contract.

- Any subcontract for such public project which provides for similar progress payments shall be subject to the provisions of this section.

It is the goal of the City to track participation of Small Businesses (SBE), Minority Businesses (MBE) and Woman-owned Businesses (WBE). You are requested to voluntarily report the total dollars which will be subcontracted to each of the business classifications pertaining to this Contract. List the dollar figures separately for each general classification.

If you do not plan to subcontract, place zeros in the appropriate spaces.

Total SBE Dollars to be Subcontracted \$ _____

Total MBE Dollars to be Subcontracted \$ _____

Total WBE Dollars to be Subcontracted \$ _____

Total Non Minority Dollars to be Subcontracted \$ _____

This information will enable the City to determine the amount of business the City does with small, minority and woman-owned businesses. With your cooperation it will be more possible to fully understand and evaluate the City's performance in this important segment of the market.

Response form for ITB No. 12-47/A

ANTI-COLLUSION/NONDISCRIMINATION/DRUG-FREE WORKPLACE REQUIREMENTS

ANTI-COLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS PROPOSAL, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS PROPOSAL; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS PROPOSAL.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE SUCCESSFUL BIDDER'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE SUCCESSFUL OFFEROR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL OFFEROR THAT THE SUCCESSFUL OFFEROR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING CLAUSES IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUCCESSFUL OFFEROR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A SUCCESSFUL OFFEROR IN ACCORDANCE WITH FEDERAL LAW, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

EMPLOYMENT DISCRIMINATION BY THE SUCCESSFUL OFFEROR SHALL BE PROHIBITED:

1. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER AGREES AS FOLLOWS:
 - a. THE BIDDER, SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE SUCCESSFUL OFFEROR. THE SUCCESSFUL BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - b. THE SUCCESSFUL BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE SUCCESSFUL BIDDER, SHALL STATE THAT SUCH SUCCESSFUL BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - c. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
2. THE SUCCESSFUL BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING PARAGRAPHS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of BIDDER:

Date: _____ Authorized Signature _____

Printed Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Identification Number/Social Security Number: _____

Is Bidder a "minority" business? ☐ Yes ☐ No

☐ African American ☐ Hispanic American

Is Bidder Woman Owned? ☐ Yes ☐ No

Is Bidder a Small Business? ☐ Yes ☐ No

Is Bidder a Faith-Based Organization? ☐ Yes ☐ No

If yes, please indicate the "minority" classification below:

☐ American Indian ☐ Eskimo ☐ Asian American ☐ Aleut ☐ Other; Please Explain:

RESPONSE FORM FOR ITB NO. 12-47/A

Addenda:

The undersigned initial acknowledges receipt of the following addenda (if applicable).

No. 1 _____

No. 2 _____

No. 3 _____

No. 4 _____

No. 5 _____

No. 6 _____

RESPONSE FORM FOR PROJECT ITB NO. 12-47/A

The undersigned agrees that if awarded a Contract, bidder will commence work within **10** calendar days after the date of notice to proceed letter, and that bidder will complete all work, as specified (to include codes inspection and City acceptance) shall be completed within **N/A** (**annual needs – on an as needed basis**) calendar days acknowledging the City's right, per Article II, of the Contract, to assess Liquidated Damages of **\$0.00 (N/A)** per day.

This Contract may be renewed for three (3) additional one (1) year terms ("Renewal Term") at the sole discretion of the City, subject to the City receiving written notice of Contractor's intent to renew 90 days prior to the expiration date of the Initial term or any Renewal Term.

(For individual trading
in his individual name) _____ Date:
(Print)

(Signature)

(For use by an individual
trading under trade name) _____ Date:
(Print)

(Signature)

Trading as _____
(Print)

(Signature)

(For use by partnership) _____ Date:
(Partnership Name Printed)

(Partner/Signature)

(For use by a corporation) _____ Date:
(Corporate Name Printed)

By _____
(Corporate Officer Signature)

(Name Printed)

Indicate Official Position

Attest: _____
Corporate Secretary
